

NEC3 Term Service Contract (TSC3)

Between NTCSA SOC Ltd
(Reg No. 2021/539129/30)

and [Insert at award stage]
(Reg No. _____)

**for Provision of a Support Contract for the
Telecommunications BME (Bandwidth Management
Equipment) install base, spares
holding and Network Management System on an as
and when required basis for a period of five (5) years**

Contents:	No of pages
Part C1 Agreements & Contract Data	[17]
Part C2 Pricing Data	[4]
Part C3 Scope of Work	[16]

CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
C1.2a Contract Data provided by the <i>Employer</i>	[12]
C1.2b Contract Data provided by the <i>Contractor</i>	[2]

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROVISION OF A SUPPORT CONTRACT FOR THE TELECOMMUNICATIONS BME (BANDWIDTH MANAGEMENT EQUIPMENT) INSTALL BASE, SPARES HOLDING AND NETWORK MANAGEMENT SYSTEM ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Option A	The offered total of the Prices exclusive of VAT is	N/A – rates-based contract
	Value Added Tax @ 15% is	N/A – rates-based contract
	The offered total of the amount due inclusive of VAT is ¹	N/A – rates-based contract
	(in words) N/A – rates-based contract	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Gauteng and any other Telecommunications sites
11.2(13)	The <i>service</i> is	PROVISION OF A SUPPORT CONTRACT FOR THE TELECOMMUNICATIONS BME (BANDWIDTH MANAGEMENT EQUIPMENT) INSTALL BASE, SPARES HOLDING AND NETWORK MANAGEMENT SYSTEM

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) calendar week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Five (5) years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment interval is not applicable, as the contract is rate based. Assessment to be done on completion of each purchase order.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days from receipt of an acceptable invoice by NTCSA's Accounts Payable Department
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event

		of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Intervals are not applicable, as this is a rates-based contract.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	One month before the enquiry closing date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	
	Please refer to the attached excel Pricing Schedule where the tenderer is to provide proportions and indices	0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
	Please note that NTCSA requires a minimum fixed portion of 15%	0.	[•]	[•]
		0.	[•]	[•]
	The structure of the CPA formula/e is as follows:			
	P = Po[85%*(EI/SI)]			
P = New Price Po = Base Price EI = Relevant Index or price at the end of escalation period SI = Relevant Index or price at the start of escalation period				
	[•]	non-adjustable		
	1.00			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is:			
	X17	Low Service Damages		
	X17.1	Service Table		
		Item	Description of Non-compliance to Employer's Requirement	
			Damages Payable by Contractor	
	X17.1.1	Operational readiness	Inability to be technically functional to provide all services as stipulated within the contract	
	X17.1.2	Cancellation of scheduled work	Inability of the contractor to provide services on the scheduled dates	
	X17.1.3	Response time	Exceeding 24hr and 48hr response times as stipulated in the Works Information section of the Employer's Service Information	

X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is 12 months after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is

limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance 86
by the
Employer**

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	South African Rand
11.2(19)	The tendered total of the Prices is	N/A – rates-based contract

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[1]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	15
	Total number of pages	16

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service	4
1.1 Executive overview	4
1.2 <i>Employer's</i> requirements for the <i>service</i>	4
1.2.1 Statement of Work	4
1.2.2 Scope of Work	4
1.2.3 NMS and BME Network Equipment Hardware Repairs	5
1.2.4 NMS System Maintenance	5
1.2.5 System and Equipment Upgrades	6
1.2.6 Interpretation and terminology	6
2 Management strategy and start up.	7
2.1 The <i>Contractor's</i> plan for the <i>service</i>	7
2.2 Management meetings	7
2.3 <i>Contractor's</i> management, supervision and key people	7
2.4 Provision of bonds and guarantees	7
2.5 Documentation control.....	7
2.6 Invoicing and payment.....	8
2.7 Contract change management	8
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	8
2.9 Insurance provided by the <i>Employer</i>	8
2.10 Training workshops and technology transfer	8
2.11 Design and supply of Equipment	8
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	8
2.12.1 Equipment.....	8
2.12.2 Information and other things	9
2.13 Management of work done by Purchase Order	9
3 Health and safety, the environment and quality assurance	9
3.1 Health and safety risk management	9
3.2 Environmental constraints and management	9
3.3 Quality assurance requirements	9
4 Procurement	10
4.1 People.....	10

4.1.1	Minimum requirements of people employed	10
4.1.2	BBBEE and preferencing scheme	11
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	12
4.2	Subcontracting	13
4.2.1	Preferred subcontractors	13
4.2.2	Subcontract documentation, and assessment of subcontract tenders	13
4.2.3	Limitations on subcontracting	13
4.2.4	Attendance on subcontractors	13
4.3	Plant and Materials	13
4.3.1	Specifications	13
4.3.2	Correction of defects	13
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	14
4.3.4	Tests and inspections before delivery	14
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	14
4.3.6	Cataloguing requirements by the <i>Contractor</i>	14
	The Contractor shall provide all information necessary for the Employer to catalogue all offered goods and services as required.	14
5	Working on the Affected Property.....	15
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	15
5.2	People restrictions, hours of work, conduct and records.....	15
5.3	Health and safety facilities on the Affected Property	15
5.4	Environmental controls, fauna & flora.....	15
5.5	Cooperating with and obtaining acceptance of Others.....	15
5.6	Records of <i>Contractor's</i> Equipment.....	15
5.7	Equipment provided by the <i>Employer</i>	15
5.8	Site services and facilities	15
5.8.1	Provided by the <i>Employer</i>	15
5.8.2	Provided by the <i>Contractor</i>	16
5.9	Control of noise, dust, water and waste	16
5.10	Hook ups to existing works.....	16
5.11	Tests and inspections.....	16
5.11.1	Description of tests and inspections	16
5.11.2	Materials facilities and samples for tests and inspections	16
6	List of drawings.....	16
6.1	Drawings issued by the <i>Employer</i>	16

1 Description of the service

1.1 Executive overview

NTCSA Telecomm requires a comprehensive support contract for the Bandwidth Management Equipment (BME) environment and related Network Management System (NMS). It is intended to ensure continued support, repair capability, and operational availability for a legacy but still mission-critical platform that is no longer supported by the original equipment manufacturer.

- **Business need:** The BME platform and 5620 NMS remain critical to Telecomms operations, but OEM support has ended, creating a risk to service continuity unless third-party support and repair arrangements are put in place.
- **Primary objective:** We require 2nd- and 3rd-line support, hardware repairs, maintenance services, reporting, and emergency response for the BME network and associated NMS infrastructure.
- **Scope of support:** The contract covers technical support for BME nodes, NMS servers, associated DCN/server components, on-site assistance, standby support, supervision of maintenance activities, and management of faults across the supported environment.
- **Repair and resilience requirements:** The supplier must provide hot-standby capability for key NMS hardware, maintain sufficient repair stock, support advanced replacement of faulty equipment, and report regularly on repair status and network support activities.
- **Maintenance expectations:** The supplier needs to support with backups, redundancy verification, health checks, annual network audits, disaster recovery testing, and ongoing reporting to protect system availability and integrity.
- **Asset base covered:** The scope is aligned to the current BME install base, including hundreds of legacy node types and modules, plus NMS, AIM, delegate, and CPSS-related systems as captured in the equipment schedules.
- **SLA framework:** The document defines four incident severity levels (P1 to P4) with required remedy and restoration timelines, ensuring that critical faults receive urgent response and lower-priority issues follow structured support channels.
- **Commercial and governance context:** Contract pricing is linked to the number of active BME nodes, the document reflects Revision 3, and it includes acceptance by relevant business, engineering, operations, planning, and SHEQ stakeholders.

1.2 Employer's requirements for the service

1.2.1 Statement of Work

Telecomms require 2nd and 3rd line support on the BME NMS, DCN and associated server farms. Telecomms also requires technical support for BME equipment deployed in the Telecomms network, hardware equipment repair for the entire NMS as well as all the BME node and Card types used in the Telecomms Network.

All NMS and DCN support to be On-Site at one of the following premises:

- Simmerpan Network Management Centre, Matumi Building, Germiston.
- East London Network Management Centre, Beacon Bay, East London.
- Megawatt Park Phase 2 Server Room, Johannesburg

1.2.2 Scope of Work

1.2.2.1 NMS and BME Network Equipment Related Technical Support

- a. Provider shall render up to twenty (20) hours of on-site technical support per calendar month, on an as-needed basis as defined in **NMS System Maintenance**.
- b. Full 24x7x365 standby technical assistance for any service affecting faults. Response time to be SLA based depending on criticality of fault.
- c. Full technical support of the Alcatel-Lucent 5620 Network Manager, inclusive of the Solaris operating system, Informix, Master & Standby workstations, delegates, X-terminals, CPSS routers, Simulators, as well as AIM Servers, Go-Global PCs and all other related NMS hardware.
- d. Full technical support of all BME nodes in the network via NMS.
- e. Full technical assistance and support for any local maintenance issues and supervision of BME installations as-and-when required, up to a maximum of 24 trips per annum, thereafter on a time & material basis.
- f. 2nd and 3rd Tier System Admin on NM and servers.
- g. Resolution of client PC connectivity and admin issues
- h. Supplier to provide quotation of rates to be used for any work, including time, travel and materials, that falls outside the scope of the above. These rates will be part of the support contract.

1.2.3 NMS and BME Network Equipment Hardware Repairs

- a. Supplier to keep fully configured & loaded off-site hot-standby Network Management Server hardware for immediate replacement in the event of any NMS hardware failure.
- b. Supplier to keep sufficient stock to cater for faulty items sent in for repair.
- c. Supplier to provide advanced replacement of all faulty BME Systems and components (chassis, cards, modules etc.) as sent in for repair by Telecomms Spares management Centre. Items damaged by insurable events are excluded from this.
- d. Maximum turn-around time for all repairs will be six weeks from date of receipt of faulty items.
- e. Vendor to determine, in conjunction with Telecomms, a list of strategic BME spares and provision these in the event of emergencies.
- f. Monthly formal reporting on repair status and statistics, the details of which are to be determined by Telecomms.

1.2.4 NMS System Maintenance

- a. Weekly creation and maintenance of off-site backups of the BME Network 5620NM Database for Disaster recovery (DR).
- b. Bi-weekly activity switching between Active and Standby machines, to verify System redundancy and DR integrity.
- c. Monthly reporting on NMS Preventative Maintenance and health checks performed, including the following:
 - 1. Off-site backups for DR etc.
 - 2. Status checking of alarms
 - 3. Memory & disk space
 - 4. Power interruptions or fluctuations
 - 5. Environmental factors (CPU temp etc.)
 - 6. Database integrity
 - 7. Release control events & System redundancy status
- d. Annual network audits. This includes Node Inventory, Historical Alarm, CPSS, Synchronization and NMS analysis. A complete report will be provided, including recommendations for Network improvement.

- e. Annual DR testing and reporting of CPSS
- f. Special reporting as-and-when required, at the discretion of Eskom.
- g. CPSS Network design & optimization. This typically follows the Network Audit.
- h. Special investigations.
- i. System management documentation and operating procedures.

1.2.5 System and Equipment Upgrades

The 5620 BME NMS and the BME3630/3600 range of equipment are no longer supported by the OEM. It is therefore not foreseen that any system upgrades or patches should be included in the inclusive monthly charges of the support contract. It is therefore required that this is quoted for specifically to be included as specific line items in the support contract to be purchased on as and when required basis.

- a) Upgrade of DMM batteries **per node**, estimated forecast not exceeding 250 units per annum.
- b) Upgrade of 3630 BME NVSRAM chips **per node**, estimated forecast not exceeding 250 units per annum.
- c) Server and NMS hardware upgrades, where available. (Active, Standby and off-site NMS's).

1.2.6 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
SLA	Service Level Agreement
BME	Bandwidth Management Equipment. A device used to provision and groom analogue and digital circuits into 64 kbit/s channels that can be collectively aggregated onto an E1 frame. It includes: Alcatel 3630, 3600 and 3645 Series Bandwidth Management Equipment
OT IP/MPLS	An IP/MPLS network which will be a final Telecomms data network providing OT services
DCN	Data Communication Network (for Network management)
NMS	Network Management System
DMM	Downloadable Memory Module
NSVRAM	Non-Volatile Static RAM
OH&S	Occupational Health and Safety

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Service Level Agreement (SLA) is to be quoted for annually and be paid by the Employer monthly. At the beginning of each calendar month, the Employer will request a quotation from the Contractor for SLA.

Where ad hoc support is required, the Employer will document the scope as a part of a Task Order and request the Contractor to quote based on the contract's hourly rates.

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the Employer as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required.	To be advised.	Employer and Contractor representatives.
Overall contract progress and feedback	As and when required.	To be advised.	Employer and Contractor representatives.
SLA Feedback	As and when required.	To be advised.	Employer and Contractor representatives.

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

In the event of the contractor requiring specialised support by individuals not directly employed by the supplier, this need to be communicated, agreed to and arranged by the supplier prior to the additional support staff coming onto site and provided the relevant vetting processes has been followed.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

2.5 Documentation control

All contractual correspondence between Contractor and Employer shall be in the form of a properly compiled letters, dated and bearing the approved letterhead.

The Employer shall maintain a record of all contractual communications.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The Contractor shall address the tax invoice to
The Employer – National Transmission Company South Africa SOC Ltd– Accounts Payable Department
and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;
The contract number and title and purchase order number;
Contractor's VAT registration number;
The Employer's VAT registration number 4710303126;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Invoices to be submitted electronically to invoiceseskomlocal@ntcsa.co.za

Electronically submitted must be sent in PDF format ONLY. Each PDF file should contain only one invoice, however the email may contain more than one PDF file.

Please ensure that the Purchase Order number is clearly indicated on your invoice together with the line number on the order you are billing for.

All queries and follow ups on invoice payments should be made by contacting the Finance Shared Services (FSS) contact Centre on 011 800 5060 or email fss@eskom.co.za

2.7 Contract change management

NEC3 Standard forms and Templates to apply.

2.8 Records of Defined Cost to be kept by the Contractor

N/A

2.9 Insurance provided by the Employer

N/A

2.10 Training workshops and technology transfer

Over the shoulder training and knowledge transfer to be provided by the supplier as part of the monthly 20 hour and SLA support at no additional cost.

2.11 Design and supply of Equipment

N/A

2.12 Things provided at the end of the service period for the Employer's use

2.12.1 Equipment

N/A

2.12.2 Information and other things

All system PASSWORDS, drawings, procedures, records and Backup files to be handed over to the Employer on completion or termination of the contract.

2.13 Management of work done by Purchase Order

No work to be done without an official SAP purchase order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

System Operator: Telecommunications- Craig Pitt

The Contractor shall comply with the health and safety requirements contained in the enquiry documents.

The Contractor shall comply with the health and safety requirements contained in 240-141781787 (OHS Specification) and with the requirements outlined in the Construction audit checklist - 559-724504352 which encompass legal requirements. Eskom rules should be acknowledged with all signatures in place on the prescribed template - 240-77471499. Submission of valid letter of good standing is mandatory. In addition to complying with all aspect of the Occupational Health and Safety Act, Eskom's Operational Regulations for High Voltage Systems and the Eskom Regional Grid specific requirements, the tenderer must supply a Safe Working Procedure and a Risk Assessment pertaining to the Works with the tender. Particular attention must be paid to the requirements for 'Fall Arrest Systems'. The Contractor must be aware that Safety Belts will not be allowed.

The Contractor shall comply with the health and safety requirements contained in Annexure T2 (559-1704178445) to this Works Information

3.2 Environmental constraints and management

The contractor must ensure compliance with Eskom environmental policy. Particularly attention should be paid to access to access to private property and game farms. A list of contact details for where private property would be traversed I execution of the works must be obtained from region and reasonable time must be given to the owners of these properties to get permission to enter. Gates must be closed on entry and exit.

The *Contractor* shall comply with the environmental criteria and constraints stated in the attached environmental criteria, document identifier 240-108987034.

3.3 Quality assurance requirements

- The Supplier shall maintain a documented Quality Management System in accordance with 240-105658000: Supplier Quality Management Specification for Eskom Supplier Quality.

- The Contractor shall maintain an established Quality Management System that complies with ISO 9001:2015 requirements.
- The Contractor shall manage all documentation and records in alignment with ISO 9001:2015 standards.
- The Contractor shall prepare a Quality Control Plan / Inspection and Test Plan (QCP/ITP) as per 240-109253302 Rev 2 template.
- The Contractor shall prepare a Contract Quality Plan as per 240-109253698 Rev 3 template

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	NTCSA target	Tenderer Proposal
	100%	

- **Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

- **Skills development**

Tenderers are required to submit proposals for skills development of unemployed candidates. Skills development target is twenty-five **(25)** candidates in order to address Eskom’s core, scarce and critical skills and the MerSETA scarce and critical skills. These skills are also included in a 2018 list of occupations in high demand as stipulated in the Government Gazette 41728. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Category	NTCSA Target	Tenderer proposal
----------	--------------	-------------------

Technician		
------------	--	--

******For every 6 Million Rand spend, the supplier will be required to develop a skill.**

The process of developing these skills shall involve the participation by tenderers directly and also through their supply network. In certain cases, the SETAs accredited training providers can be approached to participate in developing critical and scarce skills.

Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners. Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

4.1.2 BBBEE and preferencing scheme

Tenderers who complete and submit the objectives as required, but who do not meet NTCSA's targets, will not be disqualified. SDL&I objectives do not form part of scoring, but commitments will form part of contractual obligations.

Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

SDL&I Retention and Performance Security

NTCSA will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- NTCSA receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by NTCSA that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Subcontracting as condition of award

Where feasible subcontracting of a minimum of 30% shall be applicable as a condition for contract award.

a) must apply subcontracting to previously designated groups.
b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

- i. An EME or QSE which is at least 51% owned by black people.
- ii. An EME or QSE which is at least 51% owned by black people who are youth.
- iii. An EME or QSE which is at least 51% owned by black people who are women.
- iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
- v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships.
- vi. A cooperative which is at least 51% owned by black people.
- vii. An EME or QSE which is at least 51% owned by black people who are military veterans;

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to point 4.2.1 above.

4.2.3 Limitations on subcontracting

Refer to point 4.2.1 above.

4.2.4 Attendance on subcontractors

Refer to point 4.2.1 above.

4.3 Plant and Materials

4.3.1 Specifications

As per the Scope of Work document: **559-763382269**

4.3.2 Correction of defects

Should the supplier not be able to repair any defective equipment as stipulated in the Scope of Work document; the supplier shall replace this with a new or repaired unit at no additional cost.

4.3.3 *Contractor's* procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

All repaired equipment to be tested prior to return to the Employer. Test certificates to be supplied on request.

4.3.5 Plant & Materials provided “free issue” by the *Employer*

N/A

4.3.6 Cataloguing requirements by the *Contractor*

The Contractor shall provide all information necessary for the Employer to catalogue all offered goods and services as required.

5 Working on the Affected Property

5.1 *Employer's* site entry and security control, permits, and site regulations

Site specific access requirements will apply. These will be communicated when applicable.

5.2 People restrictions, hours of work, conduct and records

N/A

5.3 Health and safety facilities on the Affected Property

The Supplier shall comply with the health and safety requirements contained in the Safety and Health Specification for BME.

5.4 Environmental controls, fauna & flora

The Supplier shall comply with the environmental criteria and constraints specified in the Environmental specification

The Supplier shall comply with the environmental criteria and constraints stated in the SHE specification and Risk assessment to this Works Information.

The Supplier shall comply with the Purchaser's ZERO harm principle

The Supplier shall compile and manage an Environmental Aspects and Impacts register for the scope of works. This register shall address waste management including the safe disposal and maintenance of safe disposal certificates.

The Supplier shall specify any harmful material(s) contained in the equipment that may affect the environment when the equipment is disposed i.e. how this equipment must be disposed at the end of its life so that it does not affect the environment

5.5 Cooperating with and obtaining acceptance of Others

N/A

5.6 Records of *Contractor's* Equipment

N/A

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

N/A

5.8.2 Provided by the *Contractor*

N/A

5.9 Control of noise, dust, water and waste

N/A

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

As per the Scope of Work document: **559-763382269**

5.11.2 Materials facilities and samples for tests and inspections

As per the Scope of Work document: **559-763382269**

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A